



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	03-17-15	AGENDA REQUEST NO:	III-E
INITIATED BY:	GREG NICHOLS, PROJECT MANAGER	RESPONSIBLE DEPARTMENT:	ENGINEERING
PRESENTED BY:	JESSIE LI, PH.D., P.E. ASSISTANT CITY ENGINEER	DIRECTOR:	CHRISTOPHER STEUBING, P.E., CFM, CITY ENGINEER
		ADDITIONAL DIRECTOR (S):	ROBERT VALENZUELA, P.E. DIRECTOR OF PUBLIC WORKS
SUBJECT / PROCEEDING:	REPLACEMENT OF US 59 WATER LINE CROSSING AT COMMERCE GREEN, CIP WA1502 APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH KELLY R. KALUZA AND ASSOCIATES IN THE AMOUNT OF \$82,140.		
EXHIBITS:	SIGNED CONTRACT, VICINITY MAP AND PROFESSIONAL SERVICES SCOPE OF WORK PROPOSAL BY KELLY R. KALUZA		
CLEARANCES		APPROVAL	
LEGAL:	EUGENIA CANO, ASSISTANT CITY ATTORNEY	ASSISTANT CITY MANAGER:	JIM CALLAWAY
PURCHASING:	TODD REED PURCHASING MANAGER	ASSISTANT CITY MANAGER:	MIKE GOODRUM
BUDGET:	BRYAN GUINN BUDGET OFFICER	CITY MANAGER:	ALLEN BOGARD
BUDGET			
EXPENDITURE REQUIRED: \$		82,140	
CURRENT BUDGET: \$		110,000	
ADDITIONAL FUNDING: \$		N/A	
RECOMMENDED ACTION			
Approval of the Engineering Services Contract in the amount of \$82,140 with Kelly R. Kaluza & Associates, Inc. for the design and survey for the Replacement of Hwy 59 Water Line crossing at Commerce Green CIP WA1502.			

EXECUTIVE SUMMARY

In July 2012 a Preliminary Engineering Report (PER) was prepared to analyze and make recommendations for improvements to existing waterline crossings and a sanitary forcemain crossing at various locations along US59. The waterline crossings (10 to 12 inch in diameter) and the 12-inch forcemain crossing were constructed in the early 1980's and are deteriorating due to age. In addition, these pipeline crossings do not have steel casings for the respective widened portions under US59 when the TXDOT pavement/ROW width was extended in the 1990's. The waterline crossings serve an important role providing water system network connections.

The July 2012 PER focused on the US59 waterline crossings at SH6, Sugar Creek Market Place, Commerce Green, Williams Trace/Sugar Lakes, and Dairy Ashford and a sanitary forcemain crossing at Sugar Creek/Central Drive. The evaluation ranked the Dairy Ashford crossing as the highest priority in need of replacement and it has been completed. The next priority US59 crossings include two (2) waterline crossings at Sugar Creek Market Place and Williams Trace/Sugar Lakes, and one (1) sanitary forcemain crossing at Sugar Creek/Central Drive which are currently under design. This project will replace the crossing at Commerce Green.

Kelly R. Kaluza & Associates, Inc. was selected as the most qualified firm based on interviews held in December 2014. Four firms were selected and interviewed from the City's library of pre-qualified firms and in accordance with the City policy PU-109, Procurement of Professional Services and Consulting.

The design scope of work will include the following:

- Review record drawings for the locations and identify franchise and public utility conflicts
- Provide surveying services
- Project Management / Project Coordination
Prepare TXDOT ROW permits
- Design Services for construction plans/specifications
- Preparation of Probable Construction Costs
- Bidding Assistance
- Preparation of Recommendation of Award Letter
- Preparation of Conformed Contract Documents for construction

The contract amount of \$82,140 was negotiated through a level of effort with Kelly R. Kaluza & Associates, Inc. and City staff. Funding for the project is available from CIP WA1502. Design is expected to be completed in September 2015 with construction anticipated to start in early FY16.

The Engineering and Public Works Departments recommend that the City Council authorize the approval of the Engineering Services Contract in the amount of \$82,140 with Kelly R. Kaluza & Associates Inc. for the design of the Replacement of Hwy 59 Water Line Crossing at Commerce Green CIP WA1502.

EXHIBITS

**CITY OF SUGAR LAND STANDARD CONTRACT
FOR PROFESSIONAL ENGINEERING DESIGN
SERVICES FOR CITY FACILITIES
Over \$50K**

I. General Information and Terms.

Engineer's Name and Address: Kelly R. Kaluza & Associates, Inc.
3014 Avenue I
Rosenberg, TX 77471

Project Description: Design of U.S. Highway 59/Commerce Green
Water Line Replacement

Maximum Contract Amount: \$82,140

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: (See III F)

II. Signatures. By signing below, the City and the Engineer agree to the terms of this Contract.

CITY OF SUGAR LAND

ENGINEER:

City Manager or Assistant City Manager

By: Larance L Turner

Date: _____

Date: 2/25/2015

APPROVED AS TO FORM:

Lynette A. Carr

III. Standard Contractual Provisions.

A. Definitions: In this Contract:

Construction Documents means the plans, drawings, specifications, descriptions, or similar design related documents prepared by the Engineer for the Project under this Contract.

Contract means this Standard Contract for Professional Engineering Design Services, made in compliance with Chapter 2254 of the Texas Government Code.

Contractor means the person or entity that the City contracts with to construct the Project.

Engineer means the person or entity named in Part I of this Contract.

Project means the design and construction of the City improvements or structures described in this Contract.

B. Engineer's Services. The Engineer will provide to the City design services and any other related services for the Project as described in this Contract under the terms and conditions of this Contract.

C. Construction Documents. The Engineer's Construction Documents will be sufficiently accurate, detailed, and complete so that the Contractor may, if the Contractor faithfully follows the Construction Documents, construct and complete the Project without substantial defects and within the projected schedule and budget. In this paragraph, a "substantial defect" includes any condition of the Project that, upon completion, prevents or interferes with the Project's proper or intended operation, use, function, or maintenance. The Engineer will promptly correct any error found in the Construction Documents, including any error discovered after the City makes final payment to the Engineer, without payment of additional compensation.

D. Project Visits. If the Engineer's Additional Contract Documents provide for the Engineer to visit the Project site, the Engineer will visit the Project Work at intervals appropriate to the stage of the Project construction, but not less than the minimum number of visits specified in the Engineer's Additional Contract Documents, if any. The Engineer's visits will include visits at times when the significant elements of the Project construction, or representative samples thereof, are being performed so that the Engineer may determine if the Project is being constructed in substantial compliance with the Construction Documents. The Engineer will keep the City informed of the progress and quality of the Project construction as it is completed and promptly notify the City in writing of any Project construction that does not substantially comply with the Construction Documents.

E. Billing and Payment. The Engineer will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Engineer for the

services provided for in this Contract from current revenues available to the City, but all the City's payments to the Engineer, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Engineer for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

F. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Engineer not less than five business days prior to the termination date, but the City will pay the Engineer for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

G. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

H. Assignment. The Engineer may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the

Engineer and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Independent Contractor. The Engineer will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Engineer or Engineer's officers or employees in the means, methods, or details of the work to be performed by Engineer.

L. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

M. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

N. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

O. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

P. Conflicting Provisions. If there is a conflict between a provision in the Engineer's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

IV. Additional Terms or Conditions. None.

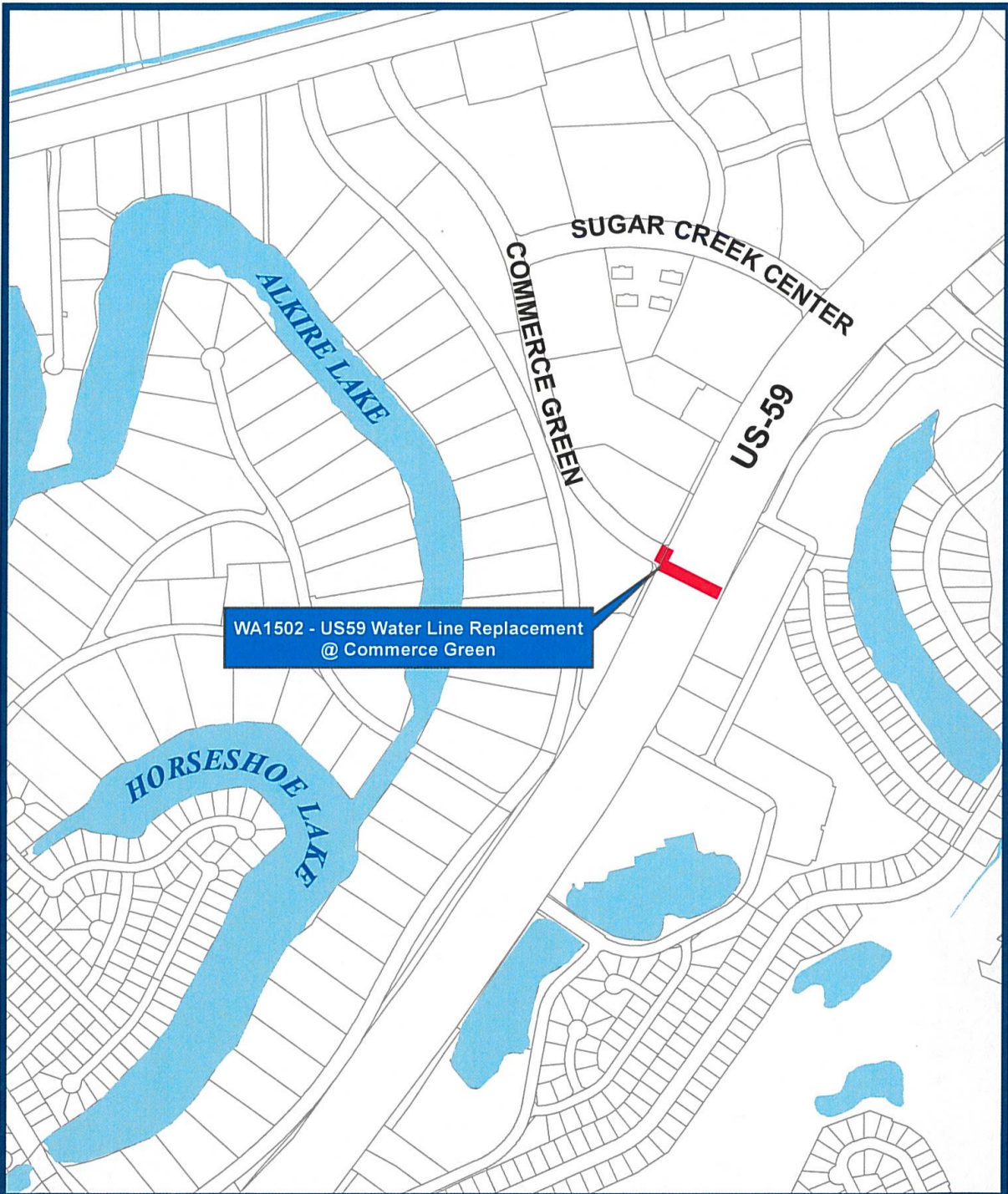
V. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

Exhibit A. Engineer's Additional Contract Documents:

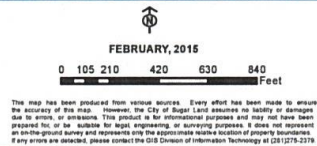
A-1. Kelly R. Kaluza & Associates, Inc. Proposal Dated February 12, 2015 (8 pages)

Exhibit B. City's Additional Contract Documents:

B-1. Requirements for all Insurance Requirements (6 pages)



**WA1502 - US59 Waterline Replacement
@ Commerce Green**



KELLY R. KALUZA & ASSOCIATES, INC.

Consulting Engineers & Surveyors

Engineering Firm No. F-1339 ■ Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

(281) 341-0808 ■ FAX (281) 341-6333

ATTACHMENT "A"

**CITY OF SUGAR LAND
DESIGN FOR THE CONSTRUCTION OF
U.S. HIGHWAY 59/COMMERCE GREEN
WATER MAIN REPLACEMENT
CIP WA1502 (SEE EXHIBIT)
CITY OF SUGAR LAND, FORT BEND COUNTY, TEXAS**

**SCOPE OF WORK FOR PROFESSIONAL ENGINEERING AND SURVEYING SERVICES
FOR THE CITY OF SUGAR LAND, FORT BEND COUNTY, TEXAS**

The following scope of work consists of the Professional Engineering and Surveying Services to be provided to the City of Sugar Land, hereinafter called "CITY", by Kelly R. Kaluza & Associates, Inc., hereinafter called "ENGINEER".

Scope of Work - Basic Services

I. Engineering Design Phase

- Meet with Public Works Water Utility Department of City of Sugar Land to gain a clear understanding of the scope of work and any concerns.
- Define the project area.
- If needed, meet with affected property owners to introduce the project team and receive input from citizens.
- Review project alternatives.
- Establish preliminary design requirements for reconstruction.
- Prepare estimate of construction costs for the project.

II. Topographic Survey Work

- Survey the project base line coincidental with, or parallel to, the stationed centerline of existing right-of-ways. Base line control points will be established and offset in all directions at the proposed right-of-way.
- Establish horizontal and vertical control for the project.
- Locate all existing features and properties related to proposed project sites and alignments, including trees, sidewalk and driveways.
- Cross details showing a sufficient distance (50 foot minimum distance outside of the primary roadway right-of-way) in each direction along street for designing adequate driveway crossing.
- Prepare plan and profile view drawings showing existing features and properties.

III. Final Design Phase

- Design and Prepare construction plans including the following sheets:
 - Title/Cover Sheet
 - Overall Project Layout
 - Plan and profile view showing existing and proposed water line improvements
 - Construction Details according to City of Sugar Land Design Standards
- Prepare technical specifications for proposed facilities.
- Prepare and check prints of plan sheets (11" X 17") and associated design calculations related to the 30%, 60% and final design submittals.
 - 30% complete submission (Two sets of review prints) includes title sheet, topographic sheet, plan view layout, overall preliminary layout of water main location.
 - 60% complete submission (Two sets of review prints) includes plan view sheets of water main, Traffic Control Plan and preliminary cost estimate.
 - Final design submission (Two sets of prints) includes typical construction details, final design of construction plans, specifications, submittals to utility companies and estimate of Project construction cost.
- Water Main Design Parameters
 - Determine conflicts with utilities, drainage facilities and other underground facilities.
 - Clearly identify utility conflicts and crossings and address separation requirements in accordance with TCEQ Standards.
 - Confirm applicable TCEQ and City Standards are conformed within the project design.
 - Check constructability of preliminary design prior to initiating final plan preparation.
 - Plan Sheets - Develop plan sheets at 1" = 20' scale. These sheets shall include, but are not limited to pavement edges, proposed right-of-way, alignment data, existing ground line, and existing utilities.
 - Submittal to TxDOT for permit.
- Miscellaneous
 - Prepare construction traffic control plan, detours and sequence of construction.
 - Address restoration of the project area.
- Prepare an updated estimate of the most probable construction cost for the Project.
- Prepare the construction bid package including:
 - Bid Proposal
 - Special Conditions
 - Technical Specifications
 - Construction Plans
- Provide copies of the Contract Documents to the City.

IV. Construction Phase

- Review and Approve Submittals from Contractor.
- Respond to Request for Information from Contractor.
- Assist City in the bidding process.
 - Attendance of Pre-Bid Conference.
 - Opening and Tabulating Bids.
 - Evaluation of Construction Bids Received.
- Assist in preparation of Contract Documents between the City and the successful construction bidder.
- Prepare Engineer's Recommendation to the City of Sugar Land.
- Periodic site inspections as requested by City.

V. Preparation of Record Drawings for the Project and Reimbursement of Reproduction Cost

Additional Services

NO ADDITIONAL SERVICES ARE ANTICIPATED FOR THIS PROJECT AT THIS TIME.

If authorized by CITY, ENGINEER will furnish the following Additional Services that are not considered a normal or customary part of the Scope of Work. Additional Services shall be paid for on an hourly basis at the rate shown in the Schedule of Hourly Rates by Personnel Classification (Attachment "B"). Separate budgets will be established for any Additional Services authorized by the CITY.

1. Services resulting from significant changes in the general scope of the project.
2. Revisions to previously approved plans, reports, or other project documents.
3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, traffic studies and/or condemnation proceedings.
4. Assistance to the CITY as an expert witness in any litigation with third parties, arising from the development or construction of the project, including preparation of engineering data and reports.
5. Services after issuance of Certificate of Completion, and any other special or miscellaneous assignments specifically authorized by the CITY.

Schedule

Preparation of the plans and specifications for the project is anticipated to take approximately six (6) months.

Bid and contract phase activities are estimated to take two (2) months, once approval to proceed with bid advertisement is received.

Schedule for Construction Phase activities will be dictated by the construction contractor's schedule.

Compensation

Engineering and surveying services to be provided under this contract shall be compensated as outlined below.

U.S. Highway 59/Commerce Green Water Main Replacement, CIP: WA1502, City of Sugar Land, Fort Bend County, Texas (See Exhibit)

I.	Preliminary Engineering Design Phase -	\$ 3,215.00
II.	Topographic Survey Work -	\$ 15,490.00
III.	Final Design Phase -	\$ 51,750.00
IV.	Construction Phase -	\$ 9,885.00
V.	Record Drawings & Reproduction -	\$ 1,800.00
Total Engineering and Surveying Fees =		<u>\$ 82,140.00</u>

ENGINEER will invoice CITY on a monthly basis for services rendered during the preceding month. Invoices will be based on the ENGINEER's estimate of percentage completion to date of invoice.

CITY agrees to remit ENGINEER's invoices in full within thirty (30) days of receipt.

Attachment "B"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Effective June, 2013

**KELLY R. KALUZA & ASSOCIATES, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.

KELLY R. KALUZA & ASSOCIATES, INC.
Consulting Engineers & Surveyors
Engineering Firm No. F-1339 Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
Phone: (281) 341-0808
Fax: (281) 341-6333

Rates Subject to Change

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